



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

October 19, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**CONSENT TO TRANSFER COUNTY-OWNED PARK REAL PROPERTY
TO THE STATE OF CALIFORNIA FOR PARK PURPOSES
TAPIA PARK, UNINCORPORATED MALIBU
(THIRD DISTRICT) (4-VOTES)**

**JOINT RECOMMENDATION WITH THE DEPARTMENT OF PARKS AND
RECREATION THAT YOUR BOARD:**

1. Find that the property known as Tapia Park, located on Las Virgenes Road, unincorporated Malibu, (Park) as legally described in Exhibit A to Attachment A, is surplus to any present and foreseeable County needs.
2. Find that the transfer of the Park is categorically exempt from the provisions of the California Environmental Quality Act (CEQA).
3. Approve and authorize the Chairman, upon presentation, to sign an agreement with the State of California (State), similar in form to that attached hereto as Attachment A, stipulating, among other things, that the State will continue to operate the Park for park purposes.
4. Approve and instruct the Chairman to sign the attached quitclaim deed (Attachment B) which has been approved as to form by County Counsel.
5. Authorize the Chief Administrative Office (CAO) to execute any other documents necessary to complete the transfer, upon approval by County Counsel.

The Honorable Board of Supervisors
October 19, 2004
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PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Tapia Park consists of 85.52 acres of land that has been operated as a public park, first by County Department of Parks and Recreation (Parks) and currently by the State pursuant to the terms of a holdover lease agreement entered into on March 13, 1996 with the State. The operational transfer of Tapia Park to the State was a curtailment that Parks took due to budgetary constraints. The purpose of the recommended action is to make the State's operational responsibility permanent via a transfer of fee title of the Park to the State in exchange for the State's agreement to operate the property for park purposes in perpetuity.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Countywide Strategic Plan directs that we provide the public with beneficial and responsive services (Goal 1). The transfer of the property to the State, subject to its agreement to operate it as a park in perpetuity, will support the County's efforts to maintain recreational opportunities in the Santa Monica Mountains to benefit the public.

FISCAL IMPACT/FINANCING

In lieu of any monetary compensation, the County has negotiated with the State the condition that the property be operated as a park in perpetuity. The transfer will relieve the County of any future responsibility to operate Tapia Park.

The Honorable Board of Supervisors
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FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The conveyance of the Park to the State is allowed by Section 25365 of the California Government Code which authorizes real property transfers to other governmental agencies. Notification of your Board's intended action has been published in compliance with Government Code Section 6061.

For procedural reasons, the County will execute the agreement prior to the State. The actual transfer will not occur until after the State executes the agreement or the County completes the dedication of certain roadway easements, whichever occurs later. The State will continue to operate the Park pursuant to the holdover lease agreement until that time.

County Counsel has reviewed the transfer agreement and quitclaim deed related to the conveyance and has approved them as to form.

ENVIRONMENTAL DOCUMENTATION

The recommended action is categorically exempt under Section 15325 of the State CEQA Guidelines governing transfer of land for preservation of natural conditions and the Class 25 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

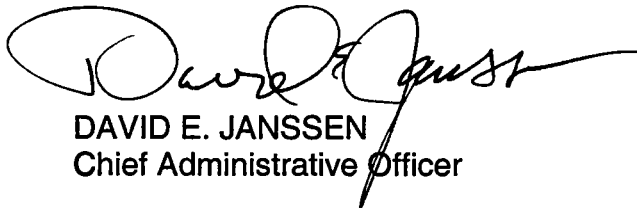
Inasmuch as the State will continue to operate Tapia Park for park purposes there will be no impact to County constituents.

The Honorable Board of Supervisors
October 19, 2004
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CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return two certified copies of the Minute Order, the executed original quitclaim deed and the adopted, stamped Board letter to the CAO Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 for further processing. Additionally, please forward a copy of the adopted, stamped Board letter to Parks, Planning Division, 510 South Vermont Avenue, 2nd Floor, Los Angeles, CA 90020.

Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer



RUSS GUINEY
Interim Director of Department of Parks
and Recreation

DEJ:RG
CWW:CK:cc

Attachments (2)

c: County Counsel
Auditor-Controller

TapiaPark.b

ATTACHMENT A

TAPIA PARK TRANSFER AGREEMENT

TAPIA PARK PROPERTY TRANSFER AGREEMENT

This Tapia Park Property Transfer Agreement ("Agreement"), made and entered into this ____ day of _____ 2004, by and between the State of California, acting through the California Department of Parks and Recreation ("State"), and the County of Los Angeles ("County") a body politic and corporate, pursuant to Government Code Section 25365, regarding the conveyance of real property. This Agreement is made with reference to the following facts:

A. The real property being conveyed shall be referred to as the "Tapia Park Property."

The Tapia Park Property consists of 85.52 acres located in the unincorporated Los Angeles County area of Malibu, legally described on the attached Exhibit "A" incorporated herein.

B. State agrees to accept the Tapia Park Property for the purpose of incorporating it into the State parks and State trails systems.

NOW, THEREFORE, in consideration of the promises, conditions, and mutual covenants set forth herein, the parties hereto do agree as follows:

1. **Term of Agreement.** Upon full execution hereof, this Agreement shall continue in perpetuity unless sooner terminated by mutual agreement, or as otherwise provided herein.

2. **Tapia Park Property.**

County agrees to execute the Quitclaim Deed attached hereto and incorporated herein as Exhibit "B". State hereby represents to County that said deed is sufficient to release County's interest in the Tapia Park Property.

3. **Use.** The State agrees to develop, operate and maintain the Tapia Park Property for public park and recreational purposes uses as a unit in the State Park System.

4. Pedestrian and Equestrian Access to the Property. The State and County acknowledge that several public recreation areas and trails exist on the Tapia Park Property in close proximity to the David Gonzales Boys Camp operated by the County of Los Angeles Department of Probation and that the uses have coexisted for several years without incident. Notwithstanding this fact, State acknowledges County Probation Department's concern that, in the future, trail or park users might leave the trail or recreation areas and approach the walls of David Gonzales Boys Camp, thereby creating a security problem. Upon documentation of such incidents, County Probation Department's representatives and State's representatives agree to meet and develop a plan to mutually solve any security problems associated with trail use at the Camp's west wall to the satisfaction of County's Probation Department and the State. In the event the parties cannot timely resolve these security issues, the County reserves the right to enter the Tapia Park Property and implement whatever measures it deems necessary on a temporary basis to ensure the safety of its personnel and persons under its authority.

5. Consideration. Both State and County mutually agree that consideration given by the State for the County conveying title to the Tapia Park Property is State's agreement to develop, operate, and maintain the Tapia Park Property for public park and recreational purposes for the benefit of the residents of Los Angeles County and the State of California.

6. Condition of Title to Tapia Park Property. State acknowledges receipt of title report prepared by Stewart Title dated November 5, 2003 covering the Tapia Park Property, and that State has examined said report to State's satisfaction and finds no encumbrance or other conditions of title affecting either the County's authority to convey Tapia Park Property, or State's ability to utilize said property in the manner contemplated by this Agreement. State has also examined and approved the easements for slope and roadway purposes shown in the proposed resolution to set aside portions of the Tapia Park Property for the purpose of widening Malibu Canyon Road, incorporated herein as Exhibit C. State takes title subject to all matters of record now existing, together with the easements shown in Exhibits A and C.

7. Warranties of County. County warrants that:

- a. County has no knowledge of any pending litigation involving the Tapia Park Property.
- b. County has no knowledge of any violation of, or notices concerning defects or noncompliance with, any applicable building code or other code, statute, regulation, ordinance, judicial order, or judicial holding pertaining to the Tapia Park Property.

8. Closing Date and Recordation. The closing date will not occur until the latter of (i) 30 business days after the State of California fully executes this Agreement and delivers it to the County or (ii) a date occurring within 30 business days of the date the County records slope and roadway easements affecting the Tapia Park Property for the purpose of widening Malibu Canyon Road.

The parties agree that the County will arrange for recording of the documents necessary to complete the conveyance. The State agrees to timely provide the County its certificate or resolution of acceptance, pursuant to Government Code Section 27281 prior to the recording of the documents as shown in Attachment C.

9. Hold Harmless and Indemnification.

a. States agrees to indemnify, defend, and save harmless County, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage resulting from, or arising in connection with, this transaction and in connection with the use or operation of the Tapia Park Property. State's duty to indemnify County shall survive expiration or other termination of this Agreement, if such indemnification requirements arose during the term of this Agreement. The State shall not be liable for the cleanup of any hazardous wastes or materials at the real property that is the subject of this Agreement, if such wastes or materials were located on, at, or in the property and were unknown and not reasonably able to be known by surface inspection at the commencement of this Agreement.

b. County hereby agrees to indemnify and hold harmless State, its directors, officers, employees, and agents, and any successors to State's interest in the chain of title to the real property that is the subject of this Agreement, including their directors, officers, employees, and agents, from and against any and all liability (i) including all foreseeable and all unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal of Hazardous Materials by County and (ii) including, without limitation, the cost of any required or necessary repair, cleanup, or detoxification and the preparation of any closure or other required plans, whether such action is required or necessary prior to, or following transfer of title of property, to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of Hazardous Materials by County prior to transfer of title thereto to State. County's obligations pursuant to the foregoing indemnity shall survive the recording of any transfer document.

10. Default Regarding Use of County Lobbyists. State and each County Lobbyist or County Lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by State shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code 2.160. Failure on the part of State or any County Lobbyist or County Lobbying firm retained by State to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

11. Events or Default.

INTENTIONALLY OMITTED

12. Notices. Any written notices required by this Agreement shall be made by personal delivery, registered or certified mail, postage prepaid, to the address indicated below:

State: California Department of Parks and Recreation
Office of Acquisition and Real Property Services
Attention: Niholas Rechtiene, Supervising Land Agent
One Capitol Mall, Room 500
Sacramento, CA 95814

County: Chief Administrative Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
ATTENTION: Carlos Brea

with a copy to Department of Park and Recreation
Attention: Larry Hensley Chief, Planning Division
510 South Vermont Avenue
Los Angeles, CA 90020

13. Counterpart. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but of which, together, shall constitute one and the same instrument.

14. Final Agreement. This document and the exhibits attached hereto, supersedes any prior agreement, oral or written, between State and County. No contemporaneous or subsequent agreement, representation or promise made by either party hereto, or by or to any employee, officer, agent, or representative of either party, shall be of any effect unless it is in writing and executed by the party to be bound thereto.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized officials, as of the day and year first above written.

STATE OF CALIFORNIA

Department of Parks and Recreation

BY: _____

Ruth G. Coleman

Director, Parks and Recreation

Department of General Services

BY: _____

Dwight Weathers

Chief, Real Property Services Section

State Public Works Board

BY: _____

Bob Clark

Assistant Administrative Secretary

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

Violet Varona-Lukens
Executive Officer, Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
County Counsel

By Kathleen D. Felie
Deputy

EXHIBIT A
QUITCLAIM – COUNTY TO STATE OF CALIFORNIA

LEGAL DESCRIPTION

(Parcel 1):

That portion of the northwest quarter of Section 18, Township 1 South, Range 17 West, within the following described boundaries:

Beginning at the intersection of the south line of the northwest quarter of said section and the centerline of the proposed 100.00-foot wide strip of land for Malibu Canyon Road in said northwest quarter, as shown on County Surveyor's Map No. B-1603, Sheet 2, on file in the office of the Director of the Department of Public Works of the County of Los Angeles; thence northerly along said centerline to the westerly line of line that certain parcel of land in said northwest quarter, described as Part A of PARCEL 38 (Malibu Forestry) in deed to CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY, recorded on January 7, 1993, as Document No. 93-35561, of Official Records, in the office of the Recorder of said County; thence northerly along said westerly line to the south line of the north half of said Section 18; thence westerly along said last-mentioned south line to the easterly boundary of that certain parcel of land described in deed to the COUNTY OF LOS ANGELES, recorded on August 7, 1961, in Book 01313, page 991, of said Official Records; thence northerly along said easterly boundary to the easterly boundary of that certain parcel of land described in deed to the COUNTY OF LOS ANGELES, recorded on July 23 1938, in Book 15903, page 287, of said Official Records; thence northerly along said last-mentioned easterly boundary and following the same in all its various courses and curves to the north line of said Section 18; thence North 89° 43' 50" West along said north line, a distance of 381.58 feet; thence South 021° 35' East 1 000.00 feet; thence South 44° 57'45" West 281.46 feet to the southerly line of the northerly 1,200.00 feet of the northwest quarter of said section, measured along the west line of said northwest quarter; thence North 89° 43' 50" West along said southerly line, a distance of 1,219.11 feet to said west line; thence southerly along said west line to a point distant northerly 550.00 feet along said west line from the southwest corner of said northwest quarter; thence southeasterly along a straight line which passes through a point in the south line of said northwest quarter, said point being distant easterly along said south line, 1 267.00 feet from said southwest corner, to a point in said straight line, distant northwesterly 628 feet along said straight line from said south line; thence northeasterly, at right angles from said straight line, a distance of 189.00 feet; thence southeasterly, along a line parallel with said straight line, a distance of 50.00 feet; thence southwesterly, at right angles from said parallel line, a distance of 189.00 feet to said straight line; thence southeasterly along said straight line, a distance of 578.00 feet to said south line; thence easterly along said south line to the point of beginning.

Containing: 75.19± Acres

(Reservation of easement for water line purposes):

Reserving to the grantor, with the right to convey to others, an easement for water line purposes in, over, under, and across that portion of the above-described parcel of land within a strip of land 10.00 feet wide, lying 5.00 feet on each side of the following described centerline:

Commencing at the northeasterly terminus of that certain course having a bearing and length of South 18° 35' 30" West 500.00 feet in the centerline of that certain 60.00-foot wide strip of land described in deed to the County of Los Angeles for Las Virgenes Road recorded in Book 29667, page 306, of above-mentioned Official Records, said northeasterly terminus also being the northeasterly terminus of that certain course having a bearing and length of N. 18° 35' 30" E. 873.07 feet in the centerline of Las Virgenes Road 60.00 feet wide, as shown on above-mentioned County Surveyor's Map No. B-1603; thence South 18° 03' 30" West along said certain course, a distance of 421.04 feet; thence North 71° 24' 30" West 30.00 feet to a point in the westerly sideline of said Las Virgenes Road, said point being the TRUE POINT OF BEGINNING; thence North 52° 59' 00" West 35.72 feet; thence South 79° 16' 40" West 17.39 feet to the beginning of a tangent curve concave to the southeast and having a radius of 228.93 feet; thence southwesterly along said curved through a central angle of 48° 14' 46", an arc distance of 192.77 feet; thence non-tangent to said curve North 49° 04' 30" West 394.95 feet; thence North 40° 41' 40" West 150.63 feet; thence South 89° 35' 50" West 20.88 feet to the abovementioned certain course having a bearing and length of South 0° 21' 35" East 1000 feet.

The sidelines of the above-described 10.00-foot wide strip of land shall be prolonged or shortened at angle points so as to terminate at their points of intersection, at the beginning thereof so as to terminate in said westerly sideline and at the ending thereof so as to terminate in said certain course having a bearing and length of South 0° 21' 35" East 1,000.00 feet,

Containing: 8,123± s.f.

(Parcel 2)

That portion of the northwest quarter of Section 18, Township 1 South, Range 17 West, S.B.M., lying northerly of the southerly line of the northerly 1 200.00 feet of said northwest quarter, measured along the west line of said northwest quarter, and lying westerly of a line parallel with and 20.00 feet easterly, measured at right angles, from the following described line:

Beginning at a point in the southerly line of said northerly 1,200.00 feet of the northwest quarter of said section, distant South 89° 43' 50" East along said southerly line, 4.58.58 feet from said west line; thence along the line to be described herein, the following courses and distances:

North 11° 02' 14" East	167.82 feet;	North 35° 37' 44" West	19.11 feet;
South 52° 22' 01" West	24.57 feet;	North 27° 39' 43" West	35.75 feet;
North 15° 26' 06" East	29.72 feet;	North 56° 04' 56" East	23.75 feet;
North 01° 22' 19" East	35.62 feet;	North 35° 13' 11" West	73.59 feet;
North 15° 53' 43" East	46.89 feet;	North 05° 06' 54" West	32.72 feet;
North 17° 09' 26" West	111.36 feet;	North 27° 51' 33" West	81.13 feet;
North 36° 59' 00" West	43.95 feet;	North 65° 48' 30" West	86.12 feet;
North 41° 23' 47" West	53.77 feet;	North 12° 02' 33" West	26.68 feet;
South 86° 43' 52" East	34.82 feet;	North 78° 20' 56" East	95.71 feet;
North 85° 58' 44" East	39.11 feet;	North 04° 23' 58" East	10.65 feet;
North 72° 51' 40" West	36.86 feet;	North 48° 42' 12" West	86.67 feet;
North 05° 51' 29" West	20.68 feet;	North 24° 48' 28" East	29.88 feet;
North 42° 07' 07" East	53.77 feet;	North 23° 23' 42" West	36.76 feet;
South 89° 52' 06" West	98.59 feet;	North 23° 57' 50" West	28.47 feet;
North 28° 02' 09" East	27.72 feet;	North 08° 17' 29" West	43.94 feet;
North 34° 06' 06" West	79.17 feet;	North 60° 49' 23" West	114.50 feet;
North 81° 16' 23" West	36.70 feet;	South 64° 27' 36" West	43.40 feet, more or less, to a point on said west line, distant southerly along said west line, 53.16 feet from the northwesterly corner of said northwest quarter.

Containing: 10.33± Acres

EXHIBIT B TO TAPIA PARK PROPERTY TRANSFER AGREEMENT

RECORDING REQUESTED BY & MAIL TO

California Department of Parks and Rec.
Office of Acquisition and Property Ser.
One Capitol Mall, Room 500
Sacramento, CA 95814

Attention/ Niholas Rechtiene

Space above this line for Recorder's use

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

TAX PARCELS: 4462-030-901 (portions)
4462-030-905 (portions)
4462-030-906

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES**, a body corporate and politic, for valuable consideration receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

STATE OF CALIFORNIA

all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of the Property.

The Property is located in the unincorporated area of Los Angeles County, County of Los Angeles, State of California and is further described in Exhibit A incorporated by reference as set forth in full.

SUBJECT TO AND BUYER TO ASSUME:

- a. All taxes, interest, penalties and assessments of record, if any.
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- c. The obligation of the State to operate the Property as a park and operate in the manner required by the agreement attached hereto as Exhibit B ("Agreement") and to keep, perform and observe all other promises, covenants, conditions and agreements set forth in said Agreement.

Dated _____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By _____
Don Knabe
Chairman, Board of Supervisors

STATE OF CALIFORNIA))
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2004, the facsimile signature of _____, Chairman of the Board of Supervisors of the County of Los Angeles was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS, Executive Officer
Board of Supervisors, County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

County Counsel

By Kathleen D. Felice
Deputy

(deed).1

EXHIBIT A
QUITCLAIM – COUNTY TO STATE OF CALIFORNIA

LEGAL DESCRIPTION

The legal description in its entirety appears as Exhibit A to Attachment A, Tapia Park Property Transfer Agreement, as attached to the Board letter dated October 19, 2004.

EXHIBIT C TO TAPIA PARK PROPERTY TRANSFER AGREEMENT

RESOLUTION

SETTING ASIDE COUNTY-OWNED PROPERTY FOR HIGHWAY PURPOSES AND ACCEPTANCE OF THE HIGHWAY INTO COUNTY ROAD SYSTEM MALIBU CANYON ROAD – UNINCORPORATED MALIBU SUPERVISORIAL DISTRICT 3

WHEREAS, the Department of Parks and Recreation has given its approval to the Department of Public Works to set aside for public use portions of Park's property for slope and road purposes;

WHEREAS, in compliance with the Public Park Preservation Act of 1971, an area with comparable characteristics and of substantially greater size was substituted to the Park land area set aside;

WHEREAS, the Los Angeles County Probation Department has consented to the jurisdictional transfer of approximately 10.33 acres of its property, legally described in Exhibit "A" incorporated herein, to the Park land area as replacement for the approximately 6.95 acres of land set aside.

WHEREAS, it is necessary for the public convenience that the variable width slope easement and the 100 foot wide strip of land legally described in Exhibit "B" attached hereto and incorporated herein by reference, which real property is located in the Unincorporated Malibu area, County of Los Angeles, State of California, be set aside as designated, the slope and road as part of Malibu Canyon Road.

WHEREAS, Section 941 of the Streets and Highways Code provides that no public or private road may become a County highway until and unless the Board of Supervisors, by appropriate Resolution, has caused said road to be accepted into the County Road System; and

WHEREAS, the Director of Public Works of the County of Los Angeles recommends the proposed set aside and acceptance of Malibu Canyon Road into the County Road System.

NOW, THEREFORE, IT IS ORDERED by the Board of Supervisors of the County of Los Angeles, State of California that the above-referenced County-owned property is hereby set aside for slope and road purposes (to be known as Malibu Canyon Road) in accordance with Section 941 of the Streets and Highways Code of the State of California.

BE IT FURTHER ORDERED that the public interest and necessity require the acceptance of this portion of Malibu Canyon Road into the County Road System pursuant to said Section 941.

AND BE IT FURTHER RESOLVED that the Chief Administrative Office is instructed to record the certified original Resolution in the office of the Recorder of the County of Los Angeles, at which time the areas set aside shall become easements for slope and road purposes. The road to be known as Malibu Canyon Road, accepted into the County Road System, shall hereafter constitute a County highway, as defined in Section 960.5, of the Streets and Highways Code of the State of California.

The foregoing Resolution was, on the _____ day of _____, 2004 adopted by the Board of Supervisors of the County of Los Angeles, and ex-officio governing body of all other special assessment and taxing districts for which said Board so acts.

VIOLET VARONA-LUKENS
Executive Officer, Board of
Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By _____
Deputy

ATTACHMENT B

QUITCLAIM DEED

RECORDING REQUESTED BY & MAIL TO

California Department of Parks and Rec.
Office of Acquisition and Property Ser.
One Capitol Mall, Room 500
Sacramento, CA 95814

Attention/ Niholas Rechtiene

Space above this line for Recorder's use

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THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

TAX PARCELS: 4462-030-901 (portions)
4462-030-905 (portions)
4462-030-906

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES**, a body corporate and politic, for valuable consideration receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

STATE OF CALIFORNIA

all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of the Property.

The Property is located in the unincorporated area of Los Angeles County, County of Los Angeles, State of California and is further described in Exhibit A incorporated by reference as set forth in full.

SUBJECT TO AND BUYER TO ASSUME:

- a. All taxes, interest, penalties and assessments of record, if any.
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- c. The obligation of the State to operate the Property as a park and operate in the manner required by the agreement attached hereto as Exhibit B ("Agreement") and to keep, perform and observe all other promises, covenants, conditions and agreements set forth in said Agreement.

Dated _____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By _____
Don Knabe
Chairman, Board of Supervisors

STATE OF CALIFORNIA))
COUNTY OF LOS ANGELES) ss.
)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2004, the facsimile signature of _____, Chairman of the Board of Supervisors of the County of Los Angeles was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.


In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS, Executive Officer
Board of Supervisors, County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

County Counsel

By 
Deputy

(deed).1

EXHIBIT A
QUITCLAIM – COUNTY TO STATE OF CALIFORNIA

LEGAL DESCRIPTION

(Parcel 1):

That portion of the northwest quarter of Section 18, Township 1 South, Range 17 West, within the following described boundaries:

Beginning at the intersection of the south line of the northwest quarter of said section and the centerline of the proposed 100.00-foot wide strip of land for Malibu Canyon Road in said northwest quarter, as shown on County Surveyor's Map No. B-1603, Sheet 2, on file in the office of the Director of the Department of Public Works of the County of Los Angeles; thence northerly along said centerline to the westerly line of line that certain parcel of land in said northwest quarter, described as Part A of PARCEL 38 (Malibu Forestry) in deed to CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY, recorded on January 7, 1993, as Document No. 93-35561, of Official Records, in the office of the Recorder of said County; thence northerly along said westerly line to the south line of the north half of said Section 18; thence westerly along said last-mentioned south line to the easterly boundary of that certain parcel of land described in deed to the COUNTY OF LOS ANGELES, recorded on August 7, 1961, in Book 01313, page 991, of said Official Records; thence northerly along said easterly boundary to the easterly boundary of that certain parcel of land described in deed to the COUNTY OF LOS ANGELES, recorded on July 23 1938, in Book 15903, page 287, of said Official Records; thence northerly along said last-mentioned easterly boundary and following the same in all its various courses and curves to the north line of said Section 18; thence North 89° 43' 50" West along said north line, a distance of 381.58 feet; thence South 021° 35' East 1 000.00 feet; thence South 44° 57'45" West 281.46 feet to the southerly line of the northerly 1,200.00 feet of the northwest quarter of said section, measured along the west line of said northwest quarter; thence North 89° 43' 50" West along said southerly line, a distance of 1,219.11 feet to said west line; thence southerly along said west line to a point distant northerly 550.00 feet along said west line from the southwest corner of said northwest quarter; thence southeasterly along a straight line which passes through a point in the south line of said northwest quarter, said point being distant easterly along said south line, 1 267.00 feet from said southwest corner, to a point in said straight line, distant northwesterly 628 feet along said straight line from said south line; thence northeasterly, at right angles from said straight line, a distance of 189.00 feet; thence southeasterly, along a line parallel with said straight line, a distance of 50.00 feet; thence southwesterly, at right angles from said parallel line, a distance of 189.00 feet to said straight line; thence southeasterly along said straight line, a distance of 578.00 feet to said south line; thence easterly along said south line to the point of beginning.

Containing: 75.19± Acres

(Reservation of easement for water line purposes):

Reserving to the grantor, with the right to convey to others, an easement for water line purposes in, over, under, and across that portion of the above-described parcel of land within a strip of land 10.00 feet wide, lying 5.00 feet on each side of the following described centerline:

Commencing at the northeasterly terminus of that certain course having a bearing and length of South 18° 35' 30" West 500.00 feet in the centerline of that certain 60.00-foot wide strip of land described in deed to the County of Los Angeles for Las Virgenes Road recorded in Book 29667, page 306, of above-mentioned Official Records, said northeasterly terminus also being the northeasterly terminus of that certain course having a bearing and length of N. 18° 35' 30" E. 873.07 feet in the centerline of Las Virgenes Road 60.00 feet wide, as shown on above-mentioned County Surveyor's Map No. B-1603; thence South 18° 035' 30" West along said certain course, a distance of 421.04 feet; thence North 71° 24' 30" West 30.00 feet to a point in the westerly sideline of said Las Virgenes Road, said point being the TRUE POINT OF BEGINNING; thence North 52° 59' 00" West 35.72 feet; thence South 79° 16' 40" West 17.39 feet to the beginning of a tangent curve concave to the southeast and having a radius of 228.93 feet; thence southwesterly along said curved through a central angle of 48° 14' 46", an arc distance of 192.77 feet; thence non-tangent to said curve North 49° 04' 30" West 394.95 feet; thence North 40° 41' 40" West 150.63 feet; thence South 89° 35' 50" West 20.88 feet to the abovementioned certain course having a bearing and length of South 0° 21' 35" East 1000 feet.

The sidelines of the above-described 10.00-foot wide strip of land shall be prolonged or shortened at angle points so as to terminate at their points of intersection, at the beginning thereof so as to terminate in said westerly sideline and at the ending thereof so as to terminate in said certain course having a bearing and length of South 0° 21' 35" East 1,000.00 feet,

Containing: 8,123± s.f.

(Parcel 2)

That portion of the northwest quarter of Section 18, Township 1 South, Range 17 West, S.B.M., lying northerly of the southerly line of the northerly 1 200.00 feet of said northwest quarter, measured along the west line of said northwest quarter, and lying westerly of a line parallel with and 20.00 feet easterly, measured at right angles, from the following described line:

Beginning at a point in the southerly line of said northerly 1,200.00 feet of the northwest quarter of said section, distant South 89° 43' 50" East along said southerly line, 4.58.58 feet from said west line; thence along the line to be described herein, the following courses and distances:

North 11° 02' 14" East	167.82 feet;	North 35° 37' 44" West	19.11 feet;
South 52° 22' 01" West	24.57 feet;	North 27° 39' 43" West	35.75 feet;
North 15° 26' 06" East	29.72 feet;	North 56° 04' 56" East	23.75 feet;
North 01° 22' 19" East	35.62 feet;	North 35° 13' 11" West	73.59 feet;
North 15° 53' 43" East	46.89 feet;	North 05° 06' 54" West	32.72 feet;
North 17° 09' 26" West	111.36 feet;	North 27° 51' 33" West	81.13 feet;
North 36° 59' 00" West	43.95 feet;	North 65° 48' 30" West	86.12 feet;
North 41° 23' 47" West	53.77 feet;	North 12° 02' 33" West	26.68 feet;
South 86° 43' 52" East	34.82 feet;	North 78° 20' 56" East	95.71 feet;
North 85° 58' 44" East	39.11 feet;	North 04° 23' 58" East	10.65 feet;
North 72° 51' 40" West	36.86 feet;	North 48° 42' 12" West	86.67 feet;
North 05° 51' 29" West	20.68 feet;	North 24° 48' 28" East	29.88 feet;
North 42° 07' 07" East	53.77 feet;	North 23° 23' 42" West	36.76 feet;
South 89° 52' 06" West	98.59 feet;	North 23° 57' 50" West	28.47 feet;
North 28° 02' 09" East	27.72 feet;	North 08° 17' 29" West	43.94 feet;
North 34° 06' 06" West	79.17 feet;	North 60° 49' 23" West	114.50 feet;
North 81° 16' 23" West	36.70 feet;	South 64° 27' 36" West	43.40 feet, more or less, to a point on said west line, distant southerly along said west line, 53.16 feet from the northwesterly corner of said northwest quarter.

Containing: 10.33± Acres

**EXHIBIT B TO QUITCLAIM DEED
TRANSFER TO STATE OF CALIFORNIA**

TAPIA PARK PROPERTY TRANSFER AGREEMENT

Agreement appears in its complete form as Attachment A to Board letter dated October 19, 2004.